

# Frequently Asked Questions

site agreement signed before 1 September 2019

**IMPORTANT:** This kit is aimed at home owners who signed a site agreement before 1 September 2019. Home owners who signed a site agreement after 1 September 2019 should read our [\*Frequently Asked Questions—site agreement signed after 1 September 2019\*](#) factsheet.

This factsheet is designed to assist home owners in manufactured home parks answer some frequently asked questions about their rights and obligations when living in a manufactured home park in Queensland.

The [\*Manufactured Homes \(Residential Parks\) Act 2003 \(Qld\)\*](#) (Act) contains the law about the operation of manufactured home parks and the obligations of park owners and manufactured home owners in Queensland. It does not contain the law about the rights of tenants, landlords or the resolution of neighbourhood disputes. It also does not contain specific laws about contracts to buy or sell a manufactured home.

## WHAT ARE MANUFACTURED HOMES?

The Act is the law covering manufactured home owners in residential parks in Queensland.

A 'residential park' is an area of land that includes sites for manufactured homes, along with common areas and facilities for residents to use. Many of these are marketed as 'over 50s lifestyle resorts' or as an alternative place to live in retirement. Parks can be a mixed-use area with permanent sites and holiday camping/cabin accommodation.

A 'manufactured home' is a structure that:

- has the character of a dwelling house
- is designed to be moved from one place to another
- is not permanently attached to land.

This definition does not include other types of moveable dwellings such as caravans (even if they have been converted into semi-permanent homes with annexes).

It is not always easy to tell whether a park is a residential park or if a structure is a manufactured home. If you are unsure whether your home falls under the Act, you should seek legal advice, as owning a manufactured home is very different to owning a house.

It is important to understand that as a home owner you may own the manufactured home that you are living in, but will be renting the site that your home is positioned on under a site agreement.

## AM I STILL PROTECTED BY THE ACT IF I DON'T LIVE IN MY MANUFACTURED HOME?

Yes. A 'home owner' as defined in the Act includes a person who owns a manufactured home that is positioned on a site in a residential park under a site agreement, whether they reside in the manufactured home as their principal place of residence or whether a tenant occupies the home.

## WHAT ARE MY RIGHTS AS A TENANT IN A MANUFACTURED HOME?

As a tenant, your rights and responsibilities will be set out in the [\*Residential Tenancies and Rooming Accommodation Act 2008 \(Qld\)\*](#).

The [\*Queensland Retirement Village and Park Advice Service \(QRVPAS\)\*](#) does not provide advice to tenants in these circumstances, and you should contact the [\*Residential Tenancies Authority\*](#) or [\*Tenants Queensland\*](#) for further information.

## I LIVE IN A CARAVAN IN A RESIDENTIAL PARK. AM I COVERED BY THE ACT?

No. Caravans are excluded from the definition of a manufactured home and, as a result, are not covered by the Act. Converted caravans are also excluded from the definition of a manufactured home, however, a park owner and the owner of a converted caravan can agree to the application of the Act if they choose to.

## BEFORE MOVING INTO A MANUFACTURED HOME PARK

### What documents should I receive before I move in?

When you make enquiries with the owner of a residential park, you should be provided with the following disclosure documents:

- a Manufactured Homes [Form 1 Home Owners Information Document](#), providing you with an overview of the key features of the park
- two (2) copies of the proposed Manufactured Homes [Form 2 Site Agreement](#)—this is your rental agreement for the site that your home will be positioned on
- a copy of the current park rules, along with information about any proposed changes to the park rules.

These disclosure documents are required by law so that you can make a fully informed decision before moving into the park. You should keep the disclosure documents with your records, along with a copy of any advertising material that you receive from the park.

If you are purchasing an existing manufactured home and want to take an assignment of the seller's site agreement (i.e. take over the current site agreement rather than entering into a new one), the park owner must give you the same bundle of documents (including a copy of the seller's site agreement) and a written notice confirming the amount of site rent that is payable.

### Do I need to have a written site agreement?

Yes. It is the park owner's responsibility to ensure that a site agreement is in writing. It must be legible, written in clear and plain language, identify the site for the manufactured home in the park, list the parties' names, specify the site rent payable and the way it can be varied.

Even if there is no written agreement, a site agreement can still be enforced. Sometimes parks will incorrectly give manufactured home owners a moveable dwelling tenancy agreement under the [Residential Tenancies and Rooming Accommodation Act 2008 \(Qld\)](#). If you think this has happened, you should seek legal advice about getting the correct agreement in place.

### If I sign a site agreement, do I have a cooling-off period?

Yes – but only in some cases.

If you sign a site agreement within seven days of receiving the disclosure documents, you can terminate the site agreement by providing written notice to the park owner within 28 days of the day you signed the site agreement.

You can also get a **cooling-off period of 28 days** if you entered into the site agreement without first being given any of the disclosure documents by the park.

If you terminate the site agreement within the 28-day cooling-off period, the park owner must refund any money paid by you.

If you are unsure as to whether a cooling-off period applies in your case, you should seek urgent legal advice before the timeframe expires.

## GENERAL INFORMATION ABOUT SITE AGREEMENTS

### When can the terms of my site agreement be changed?

Many of the terms of your site agreement are created by the Act and cannot be changed or removed.

However, any additional terms can be negotiated with the park owner. Often park owners will have their own special terms that they want to include in a site

agreement, and you will need to make sure that you are happy to accept them.

The special terms can be changed at any time while the agreement is in force, however both parties must agree to the variation. If you or the park owner want to change a special term of your agreement, it must be recorded in writing and signed by both parties.

If one party wants to vary a special term and the other party does not, the party seeking the variation can apply to the [Queensland Civil and Administrative Tribunal \(QCAT\)](#) to resolve the issue.

### Can I rent out my manufactured home?

Yes, but only if your site agreement specifically allows it.

### Will I own the land that I put my manufactured home on?

No. The park owner continues to own the land. As a home owner, you rent the land that you position your manufactured home on.

### Can I live at the residential park for as long as I like?

Your site agreement must be for an indefinite period and cannot have a fixed end date.

This means that you can live in your manufactured home at the park for as long as your site agreement continues. Your site agreement will continue until it is terminated, which can happen in a number of ways.

Because you do not own the land that your home is positioned on, you may be affected by certain decisions made by the park owner, and there is no guarantee that you will be able to live at the park for as long as you like.

If your site agreement is terminated, you will be required to vacate the site. This effectively means that you will need to remove all of your property (including the home itself) from the site by the termination date. Moving a manufactured home can be expensive and difficult to organise, and many people prefer to sell the home to someone else rather than try and remove it from the park.

## CHANGES TO MY RIGHTS UNDER THE SITE AGREEMENT

### Can I be forced to relocate my home within the park?

Some site agreements will include a term that allows the park owner to reposition your home to another comparable site within the park (at the park owner's cost). You should check whether this is included in your site agreement.

### How can my site agreement be terminated?

Your site agreement may only be terminated in one of the following ways:

- by you during the cooling-off period
- after the cooling-off period has expired, you can terminate at any time by giving the park owner 28 days notice (in writing)
- if you and the park owner reach an agreement to terminate, and record this using a [Manufactured Homes Form 4 Termination Notice—by Mutual Agreement](#)
- a park owner can apply to QCAT for a termination order to terminate a site agreement (i.e. have you evicted) if:
  - you have breached your site agreement and failed to remedy the breach within 28 days
  - you have damaged or destroyed property at the park
  - you are using your site for a purpose other than a place of residence (e.g. to operate a business)
  - you, your tenant or guest repeatedly interferes with the quiet enjoyment of other residents
  - the park owner wishes to use the residential park land for another purpose (i.e. a redevelopment).

### What if the park owner wants to redevelop the park while I am living in it?

If the park owner wants to redevelop the park whilst it is running (e.g. by constructing new manufactured homes or demolishing existing infrastructure), you have rights under the Act.

The Act says you have a right to quiet enjoyment and reasonable peace, comfort and privacy. It also says that the park owner must take reasonable steps to ensure

you (or your tenant, if your site agreement allows one) always has access to your site, and has reasonable access to the common areas. The park owner must maintain the common areas and communal facilities in a reasonable state of cleanliness and repair, fit for use.

If construction in the park interferes with these rights (e.g. by excessive noise, issues accessing your property, mud, dust or other similar interferences, or prolonged closure of common areas or communal facilities), you may have grounds to ask for compensation and/or a rent reduction under the Act.

You can make an application to QCAT for a reduction in site rent if:

- the amenity or standard of the park's common areas and facilities has decreased substantially since your agreement was entered into
- a communal facility or service provided in the park when you initially entered into your agreement has been withdrawn
- a communal facility or service described in advertising or promotional documents before you agreed to move in has not been provided at the park.

Before applying to QCAT for a hearing you will need to follow the usual dispute resolution steps of preliminary negotiation and a mediation. See our [Dispute Resolution factsheet](#) for further information.

### The park owner is planning to close the park and terminate my site agreement. What are my rights?

As there is no guarantee that a park owner will continue to operate a residential park indefinitely, home owners are at risk of park closures and/or redevelopment. If a park owner plans to close or redevelop a residential park, they may:

- offer to relocate the home owner's manufactured home to another comparable site at the park (and pay the cost of relocation)
- seek your consent to terminate the site agreement (with no obligation to pay compensation if you consent to this)
- make an application to QCAT for a termination order ending the site agreement to allow for the park to be redeveloped (QCAT must order compensation to be paid to the home owner in these circumstances).

There is no formal requirement that you be given written notice of a park closure. You must, however, be

given a copy of any application made to QCAT seeking a termination order. You then have an opportunity to respond to the application and present your side of the story to QCAT in an effort to prevent the termination order from being made.

It is possible for QCAT to delay a termination order for up to one year. When deciding whether or not to delay termination, QCAT will consider factors such as the home owner's health, finances and mobility, the availability of similar accommodation at similar cost, the financial impact on the park owner of a delay and any other financial or social considerations relevant.

If you are concerned about potential redevelopment of your park, you should seek legal advice.

## FEES AND CHARGES

### What kind of ongoing fees will I have to pay?

As a home owner, you will be obliged to pay site rent and any other charges that are set out in your site agreement. Site rent is the rent for the land that your manufactured house is placed on. It also covers fees such as maintenance of communal facilities and provision of services advertised at the park.

Even if you are not occupying the home in the park, you will still need to ensure that site rent is paid for the duration of your site agreement, otherwise you could be at risk of having your site agreement terminated.

### How can my rent be increased?

Site rent can be increased annually. It can only be increased on one basis at a time (e.g. a CPI increase, or a market review—not both simultaneously).

In addition to those annual increases, site rent can also be increased in certain other circumstances such as if the park incurs significant increased operational costs, unforeseen significant repair costs or necessary significant facility upgrades.

As a home owner, you will have an opportunity to make an objection to any proposed rent increase. However, if QCAT approves a rent increase, residents are obliged to pay the increased rent.

## If I am objecting to an increase in site rent do I have to pay the increase?

Yes. After receiving notice of the increase, you can make an application to QCAT for a review within 28 days of receiving the notice of increase, if you feel the increase is excessive. However, if the QCAT application is not determined prior to the date on which the rental increase is to take effect, you must pay the increased rent in the meantime. If QCAT makes orders that the rent is excessive and reduces the rent amount, the park owner will then be required to refund any overpayments.

## Can the park owner charge me a fee if I sell my manufactured home?

The park owner must not charge a home owner a fee in relation to the sale of the manufactured home, unless they have been appointed the selling agent using a [Manufactured Homes Form 9 Selling Authority](#), and they have been the effective cause of the sale. In that case, there are limits to how much they can charge as a commission.

## Can the park owner increase my rent because I make an application to QCAT?

No. Site rent can only be increased in the way stated in your site agreement or as permitted by the Act. Unless an increase in rent is done for one of these reasons, it is not valid.

## UTILITY CHARGES

### How does utility charging work at a residential park?

Utilities include electricity, gas, sewerage and water. Utility costs can either be incorporated into your site rent or can be metered separately. Your site agreement should tell you whether utility costs are included in your site rent or not. Home owners are only required to pay for the cost of utilities separately if their site is individually metered.

### If my utility expenses are metered separately, am I entitled to an itemised account for utility charges?

You can ask the park owner for an itemised account, and they may provide one to you. The Act does not specifically include a requirement that the park owner

must provide an itemised account to home owners, however, QCAT has indicated that park owners should make copies of utility bills available to home owners so that they are able to make informed decisions about living in the park. If you are trying to obtain itemised accounts for utilities from your park owner and they refuse to provide them, you should seek legal advice.

### I think that the park owner is overcharging for utility expenses. What can I do?

A park owner is not allowed to charge residents any more for the use of a utility than the park owner themselves are actually charged by the utility provider. For example, the park owner cannot charge additional meter reading fees or administrative fees for issuing you with your utilities bill.

If you are concerned about a park owner who is charging more than the cost of electricity, you can contact [Regulatory Services at the Department of Housing and Public Works](#) as they can make further enquiries into the matter. If the park owner is charging more than the actual cost, they may be fined.

### I thought that electricity was included in my site rent, but the park owner has now given me a separate invoice for electricity charges. Do I have to pay?

If your site rent includes charges for the use of utilities, including electricity, then you should not have to pay an additional fee for electricity.

If your use of utilities becomes separately metered, then you would be required to pay these costs. However, you must be provided with a special utility cost notice within 14 days of the utility becoming separately metered or measured, which provides details of the utility cost that was factored into your site rent and how that amount was worked out, the date the utility became separately metered, and how your site rent has been reduced to make up for this.

If you make an overpayment of site rent after the utility becomes separately metered, you should receive a refund of this amount within 14 days of receiving the utility cost notice.

## HOME OWNER AND PARK MANAGEMENT OBLIGATIONS

### What are my obligations once I move into the park?

As a home owner, you have obligations that are imposed both by the Act and your site agreement. As a resident under a site agreement you must:

- use the site and manufactured home as a place of residence only
- use the park's common areas for purposes that are associated with residential use
- pay the park owner the site rent and other charges payable under the site agreement (e.g. utility costs if metered separately)
- maintain the manufactured home in a state of cleanliness and repair so that it is fit to live in
- comply with the site agreement and park rules
- respect the rights of other residents and their guests at the park
- respect the right of the park owner and its employees to work in a safe environment free from harassment.

You must not:

- rent the site to a tenant unless this is allowed under your site agreement. If allowed, you must give written notice to the park owner of the tenant's name and the period of the tenancy as soon as possible
- use the site or manufactured home for an illegal purpose (or allow a tenant or guest to do so)
- interfere with the peace, comfort or privacy of other park residents (or allow a tenant or guest to do so)
- intentionally or recklessly damage or destroy the park's communal facilities (or allow a tenant or guest to do so)
- make any alteration to the home that is visible from the outside without the park owner's written consent (note: you can apply to QCAT if the park owner unreasonably refuses consent)

### What are the park owner's responsibilities?

The park owner is responsible for the day-to-day management of the park including:

- maintaining the common areas and facilities in a reasonable state of cleanliness and repair, so that they are fit for use by home owners
- creating an emergency plan for the park and ensuring there are emergency procedures in place,

adequate emergency access to the park and that home owners and residents receive training and information on the emergency plan

- ensuring all trees in common areas are maintained
- maintaining mail facilities for home owners
- maintaining a noticeboard in a prominent position in the park and display information as required
- being available at reasonable times to deal with issues about the day-to-day management of the park, including the supply of utilities
- ensuring, as far as it is within the park owner's control, that supply of utilities to the sites at the residential park is uninterrupted
- informing the home owners of a change in the business hours contact phone number for the park within seven (7) days of the change.

### Are there any behavioural standards for park managers and other employees?

The park owner must respect the rights of home owners and other residents at the park, which means that they must (and their employees):

- take reasonable steps to ensure your quiet enjoyment, peace, comfort and privacy in the park
- use their best endeavours to ensure you live in an environment free from harassment and intimidation
- not restrict your right to autonomy/self-reliance when it comes to dealing with your personal/financial affairs
- provide a complete response to any written complaint within 21 days of it being made by a resident (provided they have not already addressed the issue).

The park owner can only enter your site (without your consent) in certain circumstances, such as:

- in an emergency
- to read a meter on the site if the park owner arranges for the supply of a utility (not on a Sunday, public holiday or between 8 pm and 8 am without the home owner's written consent)
- to inspect or maintain the site (after giving two days notice)
- to show the site to a prospective home owner if you have appointed them as your selling agent (after giving one day notice)
- if they reasonably believe the site has been abandoned
- under an order of QCAT permitting entry to the site for a stated purpose.

Park owners are also prohibited from:

- engaging in fraudulent or misleading conduct
- engaging in harassment or unconscionable conduct in the operation of the park or when acting as the home owner's agent to sell a manufactured home
- threatening, intimidating or coercing a home owner to agree to an increase in site rent or refrain from seeking a review of the site rent.

### I am concerned about the conduct of the park owner/manager at my park. What can I do?

A park owner who fails to comply with these responsibilities may be in breach of the Act and is at risk of being penalised for their conduct.

If you or the home owners committee at your park can raise these issues with the park owner or manager, you should do so in writing. You may want to seek legal advice about how to do so.

If you are unable to resolve the matter with them directly, you may be able to make a complaint to Regulatory Services at the Department of Housing and Public Works who may investigate and prosecute parks for breaches of the legislation. See our [Making a Complaint to Regulatory Services factsheet](#) for further information.

## PARK RULES

### Who makes the park rules?

The park owner is able to make rules about the use, enjoyment, control and management of the park. These are called 'Park Rules'.

### What rules can be included in the park rules?

The rules are only allowed to cover certain topics as set out in the Act. These topics are:

- use of communal facilities
- noise
- sports and recreational activities
- speed limits for motor vehicles
- parking of motor vehicles
- disposal of refuse
- keeping pets
- anything else prescribed under a regulation.

### Is the park owner allowed to change the park rules?

The park owner cannot change the park rules without following the process set out under the Act. The park owner must give notice of proposed changes and allow time for home owners to lodge objections if they believe the change is unreasonable. Home owners must receive at least 28 days notice to lodge an objection to the rule change. If at least five home owners object, a committee must be set up to try and find a reasonable solution. If no resolution is reached, then either the home owners or the park owner can apply to QCAT for orders about the proposed change.

## HOME OWNERS COMMITTEE

### Can the home owners of a park form a committee?

Yes. The home owners of a residential park may establish a home owners committee. There can only be one committee per park. The committee's role is to liaise with the park owner on behalf of the home owners of the park about the day-to-day running of the park and to raise any complaints of the home owners with the park operator.

### The home owners are not happy with the way the residential park is being managed. What can we do to lodge our complaint and make the park owner listen to us?

If the home owners want to lodge a complaint with the park owner, the best way to do this is usually via the home owners committee.

If a home owners committee gives a park owner a complaint notice, the park owner must respond within 21 days by providing a written response addressing the complaint. Park owners who do not comply with this requirement may be subject to a penalty.

## COMMUNAL FACILITIES

A residential park must have common areas and communal facilities that are available for the home owners to use. For information about communal

facilities please refer to the QRVPAS's [Park Facilities and Common Areas factsheet](#).

## DISPUTE RESOLUTION

If you wish to raise a dispute about your rights under your site agreement or the Act, there is a strict process that must be followed. This involves informal negotiation, then mediation before going to QCAT for a hearing.

For more information on dispute resolution, please refer to the QRVPAS's [Dispute Resolution factsheet](#).

## CONTACTS

### QUEENSLAND RETIREMENT VILLAGE AND PARK ADVICE SERVICE

This service, situated at Caxton Legal Centre Inc., provides free legal advice and information about the law relating to manufactured homes.

Caxton Legal Centre  
1 Manning Street  
South Brisbane Qld 4101

Tel.: (07) 3214 6333

[www.caxton.org.au](http://www.caxton.org.au)

### ASSOCIATED RESIDENTIAL PARKS QUEENSLAND

Associated Residential Parks Queensland provides advocacy services for current and prospective manufactured home owners in Queensland.

PO Box 1124  
Park Ridge Qld 4125  
Tel.: (07) 3040 2344

email: [membership@arpq.org.au](mailto:membership@arpq.org.au)

[www.arpq.org.au](http://www.arpq.org.au)

### DEPARTMENT OF JUSTICE AND ATTORNEY-GENERAL

This department provides a free dispute resolution service to help mediate disputes without having to go to court.

Tel.: 1800 017 288 (toll free outside Brisbane)

### QUEENSLAND CIVIL AND ADMINISTRATIVE TRIBUNAL

The tribunal can make orders about disputes relating to manufactured homes including about rent, special terms, maintenance of the park, changing park rules and terminating site agreements.

Tel.: 1300 753 228

### MANUFACTURED HOME OWNERS ASSOCIATION INC.

This association provides advocacy services for current and prospective manufactured home owners in Queensland.

Tel.: 0492 588 149

[www.mhoa.com.au](http://www.mhoa.com.au)

## REGULATORY SERVICES

This unit within the Department of Housing and Public Works is the government authority responsible for investigating complaints and prosecuting breaches of the Act.

GPO Box 690  
Brisbane Qld 4001

Tel.: (07) 3008 3450  
Fax: (07) 3008 5960

email: [regulatoryservices@hpw.qld.gov.au](mailto:regulatoryservices@hpw.qld.gov.au)

## TENANTS QUEENSLAND / QSTARS

These services provide free tenancy advice for people who are renting a manufactured home, or people living in moveable dwellings in a caravan park under the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)*.

Tel.: 1300 744 263  
[www.tenantsqld.org.au](http://www.tenantsqld.org.au)

Caxton Legal Centre Inc.  
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1 Manning Street  
South Brisbane Qld 4101

Telephone: (07) 3214 6333  
Facsimile: (07) 3846 7483  
Internet: [www.caxton.org.au](http://www.caxton.org.au)

Know Your Rights! [www.queenslandlawhandbook.org.au](http://www.queenslandlawhandbook.org.au)

This information is current at February 2021.

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